

continue the operation of the program or a similar successor program to the successor contractor or the State, as directed by the State. In any event, Contractor shall complete the transfer of all such rights, records, files and documents within 60 (sixty) days of the expiration, non-renewal or notice of termination of this Contract. In such a case, Contractor may maintain copies of the records, files and documents for record-keeping and regulatory purposes only. This Section G.15. shall survive any expiration, non-renewal or termination of this Contract.

G.15.1. Contractor shall cooperate with the State using its best, good-faith efforts in a commercially reasonable manner in order that the duties and obligations of Contractor hereunder may be effectively, efficiently and promptly discharged. Contractor shall, at its expense, deliver to the State further instruments and documents, and shall take further action as the State may from time to time reasonably request in order to carry out the intent and purpose of this Contract. To that end, Contractor shall, at all reasonable times during normal business hours and as reasonably necessary, make its properly authorized personnel available for discussion with the State.

SECTION H - INSURANCE REQUIREMENTS

H.1 COMMERCIAL GENERAL LIABILITY. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, commercial general liability insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under the Contract, and products/completed operations liability coverage. Combined single limit per occurrence shall not be less than **\$1,000,000**. Each annual aggregate limit shall not be less than **\$1,000,000**, when applicable.

H.2 WORKERS' COMPENSATION. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under the Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers.

H.3 AUTOMOBILE LIABILITY. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, automobile liability insurance covering owned, non-owned and/or hired vehicles, as applicable. This coverage may be written in combination with the commercial general liability insurance. Combined single limit per occurrence shall not be less than **\$1,000,000**.

H.4 "TAIL COVERAGE". If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months or the maximum time period the Contractor's insurer will provide such if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. This will be a condition of final acceptance of work or services and related warranty(ies), if any.

H.5 DURATION. All insurance will be required to be kept in effect to the end of the warranty period.

H.6 ADDITIONAL INSURED. The liability insurance coverages, except professional liability if included, required for performance of the Contract shall include the Authorized Purchaser (or the State of Oregon, its agencies, divisions, officers and employees, if Authorized Purchaser is a State Agency) as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract.

H.7 NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to the Authorized Purchaser (or SPO if Authorized Purchaser is a State Agency subject to SPO purchasing authority). Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided thereunder.

H.8 CERTIFICATE(S) OF INSURANCE. As evidence of the insurance coverages required by the Contract, the Contractor shall furnish Certificate(s) of Insurance to the Authorized Purchaser (of SPO if Authorized Purchaser is a State Agency subject to SPO Purchasing Authority) prior to Contractor's delivery of Goods or performance of services under the Contract. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under the Contract shall be obtained from acceptable insurance companies or entities. The Contractor shall be financially responsible for all deductibles, self-insured retentions, and/or self-insurance included hereunder.



Appendix W

**Copy of Phone Bill with Surcharge Rate
and Surcharge Press Release**

QWEST

BILL DATE:

MAR 20, 2007

FOR QUESTIONS, CALL 1 800 244-1111

5033355880 016

**QWEST LOCAL SERVICE DETAIL**

HOME TELEPHONE

CHARGES FROM MAR 20 TO APR 20

QUAN	ITEM	NET		
TITY	DESCRIPTION	CODE	RATE	CHARGE
BASIC SERVICES				
1	TELEPHONE ASSISTANCE PLAN	ASGFX	6.50C	6.50CF
1	TELEPHONE ASSISTANCE PLAN	ASGF2	3.50C	3.50CF
1	TELEPHONE ASSISTANCE PLAN	ASGSX	3.50C	3.50CF
1	EXTENDED AREA CALLING	OC1	1.28	1.28 F
OPTIONAL SERVICES				
1	QWEST CHOICE HOME	PGO1H	25.99	25.99 F
	(INCLUDES YOUR LINE AND UP TO 3 SELECTED FEATURES)			
TOTAL MONTHLY CHARGES				13.77

TAXES, FEES & SURCHARGES SUMMARY

THE FOLLOWING CHARGES ARE PERMITTED BY LOCAL, STATE AND
FEDERAL

GOVERNMENTS. FOR MORE INFORMATION, VISIT OUR WEBSITE AT
WWW.QWEST.COM.

FEDERAL EXCISE AT 3% .65

FRANCHISE AT 3% .17

THIS CHARGE RECOVERS A PORTION OF THE AMOUNT QWEST REMITS
TO OPERATE WITHIN YOUR CITY.

STATE 911 AT .75 PER ACCESS LINE .75

THIS SURCHARGE, FUNDS THE COST OF PROVIDING EMERGENCY
SERVICES COMMUNICATIONS SYSTEMS IN YOUR COMMUNITY.

OREGON UNIVERSAL SERVICE SURCHARGE OF 7.12%	1.43
THIS CHARGE RECOVERS THE AMOUNT QWEST CONTRIBUTES TO THE OREGON UNIVERSAL SERVICE FUND. THIS FUND HELPS KEEP BASIC EXCHANGE RATES AFFORDABLE.	
OREGON PUC FEE AS REQUIRED BY LAW	.13
THIS PER LINE CHARGE RECOVERS THE AMOUNT QWEST REMITS TO THE PUBLIC UTILITY COMMISSION. THIS FEE HELPS TO RECOVER THE COST OF UTILITY REGULATION.	
RESIDENTIAL SERVICE PROTECTION FUND AT .05 PER ACCESS LINE	.05
THIS CHARGE FUNDS RELAY CENTERS THAT HELP HEARING- AND SPEECH-IMPAIRED CUSTOMERS MAKE AND RECEIVE CALLS AND FUNDS PROGRAMS USED TO PROVIDE TELECOMMUNICATION SERVICES TO DISADVANTAGED OR DISABLED CUSTOMERS AT A REDUCED RATE.	
FEDERAL ACCESS CHARGE	9LM 6.50
THIS CHARGE, ALLOWED BY THE FCC, COVERS PART OF THE COST FOR PROVIDING ACCESS TO AND MAINTENANCE OF THE LOCAL NETWORK.	
	9.68
TOTAL QWEST LOCAL SERVICE	23.45
CUSTOMER SERVICE 1 800 244-1111	

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NEWS

OREGON PUBLIC UTILITY COMMISSION
550 CAPITOL ST. N.E., Suite 215
SALEM, OR 97301-2551
TEL: 503 378-6611; FAX: 503 378-5505
Web page: www.puc.state.or.us/

Lee Beyer, Chairman
John Savage, Commissioner
Ray Baum, Commissioner

December 8, 2006
2006-27

Residential Service Protection Fund Surcharge Reduced

Contacts: Lee Beyer, Chairman, 503 378-6611
Ray Baum, Commissioner, 503 378-6611
John Savage, Commissioner, 503 378-6611
Bob Valdez, Public Affairs Specialist, 503 378-8962

Salem, OR –Telephone customers in Oregon will see a fee reduced early next year that helps pay for three telephone assistance programs offered by the Public Utility Commission of Oregon. These programs help low-income customers and those with disabilities.

The Residential Service Protection fee (RSPF) funds three programs: Telecommunication Devices Access Program (TDAP), Oregon Telephone Assistance Program (OTAP), and Oregon Telecommunications Relay Service (OTRS).

The fee will drop from 8 cents per telephone line to 5 cents per line effective February 1, 2007.

The programs will have adequate funding with the reduction because the number of telephone lines in Oregon continues to grow and expenses for the telecommunications relay service are declining due to the Internet and technology upgrades that allow the calls to be processed faster. In addition, video relay calls are processed virtually the equivalent of a call between two hearing parties and is currently used by many who formerly used the telecommunications relay service.

RSPF Program manager Jon Cray said, "After reviewing the financial projections, we determined the need to reduce the surcharge and two of our key advisory

councils agreed with the recommendation.” “Even with the reduced surcharge, the programs are financially stable,” Cray added.

Telecommunication Devices Access Program (TDAP)

The Telecommunication Devices Access Program (TDAP) loans specialized telecommunication equipment at no cost and with no income restrictions to eligible Oregonians who are deaf, hearing, vision, speech and mobility (upper extremities) impaired.

The Oregon Telecommunications Relay Service (OTRS)

The Oregon Telecommunications Relay Service (OTRS) assists communication between standard phone users and users who are deaf, hard of hearing or have speech disabilities. .

Oregon Telephone Assistance Program (OTAP) & Link-Up America

Oregon Telephone Assistance Program (OTAP) is for Oregonians who are on a qualifying state assistance program and may receive a reduction in their monthly bill for local residential telephone service.

Link-Up America helps income-eligible consumers initiate telephone service and pays one-half (up to a maximum of \$30) of the initial installation fee for new residential telephone service. Half of the amount is funded through the legislatively-approved telecommunications service surcharge, and the other half is the waived portion of the FCC's subscriber charge.

Additional details on these programs are available on the PUC Website at:

| <http://www.puc.state.or.us/PUC/rspf/summary.shtml>



Appendix X

**Copy of the 2003 TRS Recertification Renewal
Letter from the FCC**



Federal Communications Commission
Washington, D.C. 20554

May 1, 2003

Ms. Damara Paris
Telecommunications Assistance Programs
Public Utility Commission
550 Capitol Street NE, Suite 215
Salem, Oregon 97301-2551

Dear Ms. Paris

Pursuant to Title IV of the Americans with Disabilities Act of 1990, section 225(f)(2) of the Communications Act of 1934, as amended, 47 U.S.C. § 225(f)(2), and section 64.605(b) of the Commission's rules, 47 C.F.R. § 64.605(b), the Application of the State of Oregon for certification of its Telecommunications Relay Services (TRS) program, Application No. TRS-36-02; (OREGON), is hereby **GRANTED**, in accordance with the condition described below. On the basis of its application, the Commission has determined that:

- (1) the TRS program of the State of Oregon meets or exceeds all operational, technical, and functional minimum standards contained in section 64.604 of the Commission's rules, 47 C.F.R. § 64.604;
- (2) the state's program makes available adequate procedures and remedies for enforcing the requirements of the state program; and
- (3) the state's program in no way conflicts with federal law.

The Commission also has determined that the State of Oregon's intrastate funding mechanism is labeled in a manner that promotes national understanding of TRS and does not offend the public, consistent with section 64.605(d) of the Commission's rules, 47 C.F.R. § 64.605(d).

On February 17, 2000, the Commission adopted a Report and Order and Further Notice of Proposed Rulemaking that made changes to the TRS rules and proposed additional ways to enhance the quality of existing telecommunications relay services (TRS) and expand those services for better use by individuals with speech disabilities. See Telecommunications Relay Services and Speech-to-Speech Services for Individuals with Hearing and Speech Disabilities, CC Docket No. 98-67, FCC 98-67, FCC 98-90 (rel. Mar. 6, 2000). Because the Commission may adopt further changes to the rules governing relay programs, including state relay programs, the certification granted herein is conditioned on a demonstration of compliance with any new rules ultimately adopted by the Commission. The Commission will provide guidance to the states on demonstrating compliance with such rule changes.

This certification, as conditioned herein, shall remain in effect for a five year period, beginning July 26, 2003, and ending July 25, 2008, pursuant to 47 C.F.R. § 64.605(c). One year prior to

the expiration of this certification, July 25, 2007, the State of Oregon may apply for renewal of its TRS program certification by filing documentation in accordance with the Commission's rules, pursuant to 47 C.F.R. §§ 64.605(a) and (b).

Sincerely,

A handwritten signature in black ink, appearing to read "Th E Chandler", written in a cursive style.

Thomas E. Chandler
Chief, Disability Rights Office
Consumer & Governmental Affairs Bureau



Appendix Y

**Copy of the Letter to the FCC Regarding
OTRS Substantive Changes**



Oregon

Theodore R. Kulongoski, Governor

Public Utility Commission

550 Capitol Street NE, Suite 215

Mailing Address: PO Box 2148

Salem, OR 97308-2148

Consumer Services

1-800-522-2404

Local: 503-378-6600

Administrative Services

503-373-7394

September 10, 2007

Thomas Chandler, Chief
Disability Rights Office,
Consumer & Governmental Affairs Bureau
Federal Communications Commission
445 12th Street, SW
Washington, D.C. 20554

RE: Changes to the Oregon Telecommunications Relay Services

Dear Mr. Chandler:

As the new Oregon Telecommunications Relay Service contract administrator, I wanted to ensure that Oregon is in compliance with FCC rule 47 C.F.R. § 64.605 (f)(1) by notifying the Commission of substantive changes to the state's TRS program, which transpired in 2004. At the time, OTRS implemented a CapTel trial program for Oregon consumers before requiring this enhanced VCO feature as part of its standard contract with Sprint Relay Services. Please accept my letter certifying that Oregon's TRS program continues to meet federal minimum standards after implementing this substantive change.

If you have any questions, please do not hesitate to contact me at 503-373-1400 or via e-mail at jon.cray@state.or.us.

Respectfully,

Jon Cray, RSPF Program Manager

CC: Marlene Dortsch, Commission Secretary



DOCKET NO. 03-123

DOCUMENT OFF-LINE

This page has been substituted for one of the following:

- o This document is confidential (**NOT FOR PUBLIC INSPECTION**)
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ICD Room